NOTES OF CASES.

Liability for Injuries Caused by Charivari.—A Kansas statute makes municipalities liable for all damages accruing in consequence of the action of mobs within their corporate limits. Shortly after the celebration of a marriage, a number of men gathered at a house where a bride and groom were staying, placed them in a wagon, drew it by hand up and down the streets, proclaiming their nuptials, and introducing them to passers-by in burlesque speeches. The wagon was pulled over a child, breaking his leg. He and his mother each sued the city. In City of Cherryvale *v.* Hawman, 101 Pacific Reporter, 994, the Kansas Supreme Court pronounced such a gathering a mob; remarking that the object of a charivari is about as barbarous as the pronunciation of its name. Whatever toleration it once had has long since passed away. Even when in vogue it was often attended with violence and bloodshed. If ever such an assemblage, with all its tumult and confusion, was not a great provocation to those annoyed and insulted by it, that time has gone by. Judgment against the municipality was affirmed.

Admissibility of Conversation of Deceased Insurance Agent.—The South Carolina Code provides that no party to an action shall be examined respecting a transaction or communication between him and a person at the time of the examination deceased, as a witness against a party prosecuting or defending the action as executor, administrator, heir at law, etc. The agent of appellant in selling to respondent, the owner of a small store, a fire insurance policy, had assured him that it was not necessary for insurers of small stocks of goods to comply with that clause of the policy which compelled the keeping of books in an iron safe. Before the trial the agent died. In Berry *v.* Virginia State Ins. Co., 64 Southeastern Reporter, 859, payment of the insurance was refused on account of the violation of the terms of the policy. The South Carolina Supreme Court held the representation of the agent a waiver of the iron-safe provision in the policy, and the defendant, not defending the action as "executor, administrator, heir at law," or any other person named within the statute, it does not apply, so as to make inadmissible the testimony of the conversation of the deceased agent.

Suicide Caused by Injuries.—A helper employed about an unguarded nail machine was severely cut in the performance of his duty. For nearly a year after the accident he seemed to have lost his reason. Then he was found one day in a corn field with his throat cut—— beyond a doubt his own act. In Brown *v.* American Steel & Wire Co., 88 Northeastern Reporter, 80, appellant sought to recover from the employer of decedent for his death, asserting that the injuries

received from the unguarded machine were the proximate cause thereof. The Indiana Appellate Court held that the facts strongly indicated that decedent had a mind capable of conceiving a purpose of taking his life, as well as knowledge of the means to effect his purpose. The act of suicide, for which the employer was not responsible, was the proximate cause of death and not the injury inflicted by the unguarded nail machine.

Transportation of Commodity Produced by Corporation under Carrier's Control.—In United States ex rel. Atty. Gen. *v.* Delaware & H. Co., 29 Supreme Court Reporter, 527, the statute prohibiting railroads from transporting in interstate commerce commodities manufactured, mined, or produced by them, or in which they were directly or indirectly interested, was construed, three justices dissenting from the court's opinion. The Federal Supreme Court held, in substance, that although a railroad corporation could not transport the product of its own mines, yet it could control a corporation engaged exclusively in mining, and transport the mineral for the corporation which it owned or controlled; that the ownership by a railway carrier of stock in a bona fide corporation producing coal was not the interest in the commodity forbidden the carrier. The court illustrates its deduction thus: A carrier mines and produces and owns coal as a result thereof. It sells the coal to A. It is impotent to move it for account of A. in interstate commerce because of the prohibition of the statute. The same carrier becomes a dealer in coal, buys and sells coal to A. This coal it may transport in interstate commerce. Thus if the rule of literal interpretation were applied this incongruity would result, and the intention could hardly have been to offer an incentive to a carrier to become a buyer and seller of commodities which it transported. See editorial comment, ante, p. 235.

Application to United States Navy Yard of State Statute Penalizing Failure to Deliver Telegrams.—In Western Union Telegraph Co. *v.* Chiles, 29 Sup. Ct. Rep. 613, the federal Supreme Court held that the Virginia statute making it the duty of telegraph companies upon the arrival of a message at the point to which it is transmitted to cause the same to be forwarded and delivered by messenger to the person to whom it is addressed, and imposing a penalty of one hundred dollars for every failure to forward and deliver a message as promptly as practicable, cannot have any operation within the limits of the Norfolk Navy Yard, over which Congress has exclusive legislative power, and that the failure of a telegraph company to deliver a message to an addressee who was a member of the crew of a warship lying at such navy yard cannot be subject to the penalty of the statute. By this decision the judgment of the Supreme Court of Appeals of Virginia is reversed.—Law Notes. See 107 Va. 60, 57 S. E. 587, 13 Va. Law Reg. 479.